HOUSE SELECT COMMITTEE ON ASSASSINATIONS STAFF MEMBERS

SECRET

FILE TITLE/NUMBER/VOLUME: WIROGUE

INCLUSIVE DATES: 24 July 59 - 27 July 1961

CUSTODIAL UNIT/LOCATION: OP

ROOM: 5E13

DELETIONS, IF ANY:

DATE RECEIVED	DATE RETURNED	REVIEWED BY (PRINT NAME)	SIGNATURE OF REVIEWING OFFICIAL

NO DOCUMENTS MAY BE COPIED OR REMOVED FROM THIS FILE

SECRET

MAYCRINK, Ernest G.

DISPATCH

DISPATCH	CLASSIFICATION [illegible]	DISPATCH SYMBOL AND NO. [illegible]
TO: Chief, Finance Division Chief, [illegible]		HEADQUARTERS FILE NO.
FROM: Chief of Station, Leopoldville		DATE: 27 JULY 1961
SUBJECT: Finance/WIROGUE Transfer of Accountability-Ernest G. Mayerink		RE: "43" - (CHECK "X" ONE) MARKED FOR INDEXING X NO INDEXING REQUIRED INDEXING CAN BE JUDGED BY QUALIFIED HQ. DESK ONLY
ACTION REQUIRED: Credit Advance Account		

REFERENCES:

LEOP-1573 DIR-49325
LEOP-1568 LEOP-1599
DIR-48429 DIR-00712

1. On 7 July 1961 WIROGUE was advanced the sum of U. S.$100.00 for living expenses in Brazzaville while awaiting onward transportation to PBPRIME. (DIR-48429 requested WIROGUE return to PBPRIME). This is his only outstanding advance with Leopoldville Station. Receipt attached hereto.

2. DIR-49325 authorized Station to withhold money received from sale of personal car against outstanding advances. However, before his departure WIROGUE accounted for 11,980 BCF over what he owed the Station. The sum of 62,500 BCF from the sale of his automobile plus 11,980 BCF converted at 50/$1.00 (LEOP-1599 and DIR-49325) gave WIROGUE a credit of $1,481.60. In January 1961 WIROGUE was ordered to Thysville by the Station and was authorized $0.10 per mile for use of his personal car, therefore, 312.5 miles times $0.10 equals $31.25 leaving WIROGUE a credit of U. S. $1,112.85. (See attachment).

3. WIROGUE was paid his June salary of $500 on 26 June and also his housing for July ($250.00). (Station was notified on 1 July, DIR-48429 that WIROGUE was to return to PBPRIME). However, July rental was used in the final settlement of the lease for the usual damages claimed by local landlords and in lieu of 30 days termination notice. Receipt forwarded under Voucher: 1153.

4. Accountability in the amount of U. S. $100.00 is herewith transferred to Headquarters plus a credit of $1,112.85. As WIROGUE was specifically told he would have to account for the above $100.00 for living/traveling expenses Station did not subtract that amount from his credit.

Angela B. Desrieste

18 July 1961

Attachments: 1. Receipt for $100, h/w
2. Thysville certification by Guthman, h/w
3. Coquilhatville estimate, h/w
4. Breakdown of advances and accountings, h/w

Distribution:
Hqs - 4, w/a a/s

Approved
[illegible]
[illegible]

1 September 19[illegible]

Mr. Ernest G. [illegible]

Dear Mr. [illegible]:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 31 October 19[illegible].

bob

You are herein formally notified that said contract will be terminated by the Government as of 1 September 1961. You are reminded of the contents of paragraph eleven (11) of said contract, which reads as follows:

"11. Secrecy. All information related to this agreement conveyed through instructions, this instrument, or otherwise, is secret and shall not be divulged to any person, organization or government in any form or manner, except as authorized by the undersigned Contracting Officer executing this agreement. It is agreed that any revelation whatsoever of the above information will constitute and be an immediate and final breach of this agreement and will result in forfeiture by you of any and all benefits which may then have accrued to you by reason of this agreement."

~~[illegible]~~, You are herein authorized a one-time payment in the amount of $2,110.[illegible] ~~[illegible]~~. In full consideration for said payment and effective as of the date of its receipt, you hereby release and forever discharge the United States Government and any agency, department or instrumentality thereof, and all its agents, officers, employees and representatives from any and all claims, demands and liabilities in any form whatsoever through the period arising from services performed by you for the United States Government under the contract effective 31 October 19[illegible].

Your signature in the space provided below is acknowledgment of the contents hereof.

UNITED STATES GOVERNMENT

BY: OK
Contracting Officer

[illegible]

S
Date: 7-9-61

Ernest G. [illegible]

WITNESS: [illegible]

APPROVED: Fields
[illegible] Contracting Officer

MEMORANDUM FOR: Chief, Africa Division

SUBJECT : Termination of [redacted] Ernest G. Mayerink

1. Approval is herewith requested to relocate, terminate and make a final severance payment of $2000.00 to [redacted]. In return for this [redacted] will be required to sign a Quit Claim and Secrecy agreement.

2. It is presently planned to relocate subject in Europe, with the Office of Security transporting subject via MATS as far as Frankfurt, from whence he will proceed to any Western European country of his choice and at his expense. The $2000.00 payment will constitute his only assets until he can find gainful employment.

3. There are adequate funds available in the project to cover the termination bonus and transportation to Frankfurt via MATS.

4. Approval is also requested to write off and charge to expense the $[illegible].00 loan given [redacted] of which approximately $3200.00 is still outstanding.

William H. [illegible]
for C/AF/N/2

Approved:

[illegible]

Amount requested in paragraph one is approved for payment. Based upon cover and operational circumstances, payment is not subject to Federal Income taxes.

JBR

Special Contracting Officer

Mr. Ernest G. Maycrink

Dear Mr. Maycrink:

Effective 31 October 1960, all contracts, oral or written, by and between you and the United States Government, as represented by the Contracting Officer, are hereby terminated by mutual consent of the parties thereto, and in lieu thereof the following agreement is substituted.

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an independent contractor for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and service, you will receive from the Government, payable in such an approved manner as you may direct in writing, the following:

(a) Basic compensation in an amount calculated at the rate of $6000 per annum.

(b) Additional compensation in an amount calculated at the rate of $3000 per annum for cost-of-living expenses (including quarters), effective upon your arrival at and applicable only to your contemplated permanent post of assignment overseas. Quarters will not be furnished you nor will you accept quarters provided by a cover facility without prior amendment of this agreement.

OK

2. Taxes. Monies paid you directly or guaranteed by the Government under this paragraph constitute income for Federal tax purposes. You will be advised as to the method to be followed in reporting and paying such taxes. The method as well as the procedures used by this organization to implement its tax reporting responsibilities will be based primarily upon cover and security requirements. You herein authorize this organization to withhold taxes on said income if it determines such requirements so necessitate.

3. Travel. You will be advanced or reimbursed funds for travel and transportation expenses to and from your permanent post of duty overseas and for authorized operational travel. You may be entitled to per diem in lieu of subsistence during such travel and, when authorized, while on temporary duty away from your permanent post of assignment. All travel, transportation and per diem provided for under this paragraph must be properly authorized, and expenses incurred hereunder are subject to payment and accounting in substantial compliance with Government regulations.

4. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses as specifically approved and financially limited by the Government. Such funds will be subject to payment and accounting in substantial conformance with applicable Government regulations.

5. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

14-00000

6. Negotiated Benefits. (a) (1). If, in the performance of activities un this agreement, you incur an injury or illness which is not the result of gross negligence, willful misconduct, or intemperate act, the Governme will provide medical, surgical, hospital, transportation and disability be fits in such amounts and under such conditions as the Government in its s discretion deems proper provided, however, that such benefits shall not exceed a total of $5000 for the same injury or illness.

(2) If you die in the performance of acti hereunder and your death is not the result of your gross negligence, will misconduct or intemperate act, the Government will pay the sum of $500 to your beneficiary(ies) less any amount paid to you under sub-paragrapl above if such injury or illness resulted in your death, provided that said beneficiary(ies) is acceptable to the Government at the time such payme to be made. An acceptable beneficiary hereunder is an individual to who payment by the U.S. Government can be made without conflicting with its avowed principles and ideals.

(b) Outstanding performance by you under t agreement and your fulfillment of obligations hereunder in an efficient m ner will result in the Government undertaking your resettlement in an ar mutually agreeable to both parties, to the extent deemed appropriate by the United States Government.

7. Execution of Documents. If, in the performance of services unde this contract, you assume the custody of Government funds or take title record to property of any nature whatsoever and wherever situate, whicl property has in fact been purchased with monies of the U.S. Government you hereby recognize and acknowledge the existence of a trust relationsh either express or constructive, and you agree to execute whatever docu may be required by this organization to evidence this relationship.

8. Status. You are not an employee of the United States Government under this agreement and are not entitled to any benefits normally incide to an employee status.

9. Funding. If necessary to protect the security of this arrangement monies due you hereunder may be funded in other than a direct manner. is understood and agreed that any monies so funded constitute payment b the Government in satisfaction of its obligations under this agreement.

10. Cover. (a) It is anticipated that you will undertake a cover ventu in the course of your performance under this agreement. Such venture be approved by the appropriate Government representative overseeing y activities prior to its initiation. Any and all documents which you may execute in the course of said cover venture are subordinate to this agre ment and any contradiction in terms which in any way amplify, extend or restrict your rights and/or obligations hereunder shall be resolved by t agreement which shall always be dominant.

(b) To provide capital for your approved cover venture t Government will loan you $4000 to be secured by a non-interest bearing p issory note, payable on demand. Said loan will be deposited to an accoun in a foreign bank and a $3000 letter of credit will be issued you against deposit. The additional $1000 will be released from said account, after approval by the Government representative overseeing your activities.

(c) You will submit to the Government quarterly income and expense statements on the cover venture and copies of all tax returns filed in connection therewith. Your cover accounts shall be kept separate and distinct from the bank account into which your personal compensation payments are made.

(d) You herein agree that monies loaned you by the Governm shall be repaid from the profits of the cover venture, in amounts and at periodic intervals to be established by the Government representative ove: seeing your activities. After said loan has been completely repaid and all other obligations, such as local taxes, etc., have been made, you may ret any further profit derived from said cover venture. However, it is clearl understood and agreed that your primary obligation under this agreement : the performance of Governmental activities.

11. Secrecy. All information related to this agreement conveyed thr instructions, this instrument, or otherwise, is secret and shall not be divulged to any person, organization or government in any form or manner, except as authorized by the undersigned Contracting Officer executing this agreement. It is agreed that any revelation whatsoever of the above information will constitute and be an immediate and final breach of this agreement and will result in forfeiture by you of any and all benefits which may then have accrued to you by reason of this agreement.

12. Instructions. During the term of this agreement, and in your official cover capacity you herein agree to act in conformance with instructions, oral or written given you by authorized representatives of this orga: zation.

13. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulat in writing in this agreement or any amendment thereto shall be binding on this organization.

14. Term. This contract is effective as of 1 November 1960, and sha continue thereafter for a period of two (2) years unless sooner terminated by the Government either:

(a) By sixty (60) days' actual notice to you from the Government, or

(b) Without prior notice, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extend upon notice from the Government. In the event of voluntary termination on your part or termination for cause by the Government prior to the expirati of this agreement or any renewal thereof, you will not be entitled to return travel expenses to the United States. Termination or expiration of this agr ment will not release you from the obligation of any security oath you may be required to take.

UNITED STATES GOVERNMEN

BY ______________________
Contracting Officer

ACCEPTED:

____
Ernest C. Maycrink

WITNESS: ______________________ APPROVED: ______________________

Dec / 1 / 16 Nov 60

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8 NOV 1960

MEMORANDUM FOR: Contract Personnel Division

SUBJECT : WIROGUE/1 Contract (Formerly AEASPIC)

1. A review of the WIROGUE/1 file showed that subject was under contract for a period beginning 20 September 1959 through 30 June 1960. Since that date until 20 October 1960, subject was under SR/DOB OOA. On 21 October 1960, the African Division picked up the case and is preparing to dispatch him on 20 November 1960.

2. It is requested that the contract be brought up to date and amended to encompass the following points:

A. Effective date: 21 November 1960 through 20 November 1962. option to renew

B. Compensation: $500 per month, plus $3000 per annum for housing.

C. Medical: to extent it is necessary to maintain good health.

D. Insurance: $5000 payable to beneficiary.

E. Bonus: for outstanding performance, resettlement in another country. mutually agreed upon

F. Termination: ending of all benefits and monies.

3. This contract will have to be prepared for signing prior to 18 November 1960.

4. For further information, please contact Mr. Daniel R. Niescior, X8284.

Glenn Fields
Glenn D. Fields
Acting Chief, Africa Division

+ A 4,000 operational loan - non interest bearing - to be repaid from profits

Medical OK - per C.O.

Subject is on F.N. - no taxes.

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SR/DOB/60-2074

20 October 1960

MEMORANDUM FOR: Special Contracting Officer

THROUGH: SR/SS
Attention: ~~Madge Hobbs~~ H. G. Rasmussen

SUBJECT: Project Termination of Ernest G. Maycrink (p) as independent contractor for SR Division

REFERENCE: SR/DOB/59-1735 dated 17 September 1959
SR/DOB/59-1660 dated 24 July 1959

1. Because of the indefinite postponment of Project AESENTINEL, under which subject individual was engaged, subject has been terminated by this office on 20 October 1960.

2. Subject individual will be picked up on contract on 21 October 1960 by Africa Division. Subject was paid on 20 October 1960 by this office all monies remaining due him as per Engagement of Independent contractor agreement for Project AESENTINEL. Subject has no further remunerative claim against the U. S. Government.

Michael Rae
MICHAEL RAE
Chief, SR/DOB

Approved: J. Keith Reid
J. Keith Reid

Joseph B. Ragan

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SR/DOB/59/ 1735

17 September 1959

MEMORANDUM FOR: Chief, Finance Division

THROUGH : Special Contracting Officer

FROM : Contract Approving Officer, Michael Rae

SUBJECT : Engagement of Ernest G. MAYCRINK (p) as Independent Contractor

REFERENCE : SR/DOB/59/ 1660, dated 24 July 1959 to Finance Division re same subject

1. Project AESENTINEL, under which subject individual has been engaged, was originally approved through the period 31 March 1960. A request for renewal and amendment of the project has been submitted to FI, and it is intended subject individual will be utilised under this project during 1960.

2. The following provisions will apply to subject individual during the interim period, i.e.: 20 September 1959 through 30 June 1960.

3. Term and Project Charge. Subject individual has been engaged under oral contract for use under Project AESENTINEL. The effective date of the oral contract is 20 April 1959, and has been extended through the period 31 March 1961, subject to termination by the Government upon thirty (30) days actual notice.

4. Security Approval. The initial security clearance obtained for Subject's use, CI/OA No. C-73532, dated 11 March 1959, has been suspended during the interim period. Requests have been made of the Office of Security (SSD and Alien Affairs Staff) for subject's use.

5. Citizenship. Subject is a foreign national.

6. Compensation. Subject will be paid salary in the amount of $400.00 per month, payable in United States currency.

7. Quarters and Subsistence. Basic quarters and subsistence costs will be borne by the Subject. Occasional incidental expenses will be borne by SR/DOB Station Funds.

8. Operational Expenses. No Operational Expenses are contemplated during the period covered.

9. Other Commitments. The following additional commitments have been made to the Subject:

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a. Medical Benefits. Subject will receive such dental and medical benefits as may be necessary to maintain his physical status for his eventual use on his assigned mission. Costs to be borne by SR/DOB Station Funds.

b. Insurance. Insurance coverage for death or disability incurred in line of duty, not to exceed $5,000.00. Costs chargeable against Project AESENTINEL.

c. Resettlement. The initial provisions made for resettlement of Subject still apply.

d. Entertainment. Basic entertainment expenses will be borne by Subject. Occasional entertainment expenses will be borne by SR/DOB Station Funds.

10. Contingent Obligations. Although no such promise has been made the Subject, resettlement in the United States could possibly become necessary as a form of control, should this be deemed necessary from a security viewpoint.

11. No commitments other than those stated above have been made to the Subject.

12. At such time as Subject re-enters training for his proposed mission, about 1 July 1960, all provisions of his initial engagement will again apply.

APPROVED:
Special Contracting Officer

MICHAEL RAE
Chief, SR/DOB

Dist:
Orig. & 1 - Addressee
1 - Contracting Officer

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SR/DOB/59/ 11.60

24 July 1959

TO: Chief, Finance Division

VIA: Special Contracting Officer

FROM: Contract Approving Officer, Michael Rae

SUBJECT: Engagement of Ernest O. MAICRINK (P) as Independent Contractor.

1. Term and Project Charge. The subject individual has been engaged under oral contract, for use under Project AESENTINEL. The effective date of the oral contract is 20 April 1959, and shall continue thereafter for a period of one year subject to termination by the Government upon thirty (30) days actual notice.

2. Security Approval. The appropriate security approval for Subject's use has been obtained. Type Operational Approval, No. C-73532, dated 11 March 1959.

3. Citizenship. The Subject is a foreign national.

4. Compensation. Subject will be paid salary in the amount of $500.00 per month, payable in United States currency. Of this amount, he will actually receive $50.00 per month during training and the duration of the mission. All unpaid monies will accrue to his credit in an escrow account, the payment of which will be dependent upon the proper performance of his duties and be payable upon completion of mission for which engaged. Provisions also made for payment of bonus not to exceed $10,000.00.

5. Quarters and Subsistence. The Subject will be furnished quarters and subsistence. These costs to be borne by SR/DOB Station funds.

6. Operational Expenses.

Operational travel and expenses to be paid as officially authorized.

a. Domestic travel costs will be borne by SR/DOB Station funds. Travel costs to and from the United States, and foreign travel will be charged against Project AESENTINEL.

b. Operational expenses to be borne by Project AESENTINEL. Training expenses to be carried by Station Allotment.

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7. <u>Other Commitments.</u>

The following additional commitments have been made to the Subject:

a. <u>Medical Benefits.</u> Subject will receive such dental and medical benefits as may be necessary to permit him to properly perform his assigned mission. Costs to be borne by SR/DOB Station Funds.

b. <u>Insurance.</u> Insurance coverage for death or disability incurred in line of duty, not to exceed $5,000.00. Costs chargeable against Project AESENTINEL.

c. <u>Resettlement.</u> Provisions made for resettlement of Subject in a country other than that in which he was recruited. Costs of resettlement will not exceed $1,000.00, and will be chargeable against Project AESENTINEL.

d. <u>Entertainment.</u> All normal entertainment expenses will be borne by SR/DOB Station funds.

8. <u>Contingent Obligations.</u> The following has not be promised the individual, but may have to be met by the Government:

a. Resettlement in the United States, either as an additional bonus for the Subject or as a form of control should this become necessary from a security viewpoint.

9. No commitments other than those stated above have been made to the Subject.

MICHAEL RAE
Chief, SR/DOB

APPROVED: ______________________
J. KEITH REID

APPROVED: [illegible]
[illegible]
[illegible]